

1 **R. DUANE FRIZELL**
2 Nevada Bar No. 9807
3 **CALLISTER & FRIZELL**
4 8275 S. Eastern Ave., Suite 200
5 Las Vegas, Nevada 89123
6 Office (702) 657-6000
7 Fax (702) 657-0065
8 dfrizell@callisterfrizell.com
9 Attorneys for Plaintiff

10 **UNITED STATES DISTRICT COURT**
11 **DISTRICT OF NEVADA**

12 ELAINE SHIMPA, an Individual,

13 Plaintiff,

14 vs.

15 TUSCANO, LLC, a Nevada Limited
16 Liability Company; DOE
17 DEFENDANTS 1 through 10; and ROE
18 ENTITIES 1 through 10,

19 Defendants.

20 CASE NO: 2:12-cv-00227-GMN-CWH

21 **STIPULATED JUDGMENT**

22 By and through their respective counsel of record, Plaintiff Elaine Shimpa (“Plaintiff” or
23 “Shimpa”) and Defendant Tuscano, LLC (“Defendant” or “Tuscano”) now tender to the Court
24 this Stipulated Judgment. In this connection, Plaintiff and Defendant (the “Parties”) hereby
25 STIPULATE and AGREE as follows:

26 1. Plaintiff has valid claims against Defendant, as set forth in Plaintiff’s live
27 pleadings.
28 2. Judgment shall be and hereby is rendered for Plaintiff and against Defendant in
the following amounts:

29 Promissory Note principal: \$80,000.00

30 Interest on the Promissory Note: \$10,000.00

31 Total: \$90,000.00

3. The Judgment shall accrue post-judgment interest at the applicable rate set forth
in the Promissory Note: 10.00% per annum. Post-judgment interest shall begin
to accrue on July 1, 2013 and shall not accrue prior to that date.
4. Plaintiff and Defendant shall each bear and be responsible for their own attorney
fees and court costs.
5. The Parties stipulate and agree that, by entering into this Stipulated Judgment,
Plaintiff does not waive her right to seek non-dischargeability of the Stipulated
Judgment amount (including interest) in any bankruptcy case or proceeding
Defendant may file.
6. This Stipulated Judgment shall not be construed to be a waiver or adjudication of
any of Plaintiff's claims against any individual or entity that is not a party to this
Stipulated Judgment.
7. Any and all relief not specifically granted in this Stipulated Judgment shall be and
hereby is DENIED.
8. The Parties hereby waive any right they may have or may come to have regarding
any and all post-judgment relief and/or appeals of this Stipulated Judgment.

19 ///

20 ///

21 ///

22 ///

23 ///

24 ///

25 ///

26 ///

27 ///

28 ///

1 9. Pursuant to FRCP 54(b), it shall be and hereby is expressly determined there is no
2 just reason for delay and that this Stipulated Judgment is a final judgment as to
3 these Parties, adjudicating all claims and all issues between Plaintiff and
4 Defendant.

5 IT IS SO STIPULATED.

6 Dated: 12-26-12

7 Dated: 12/17/12

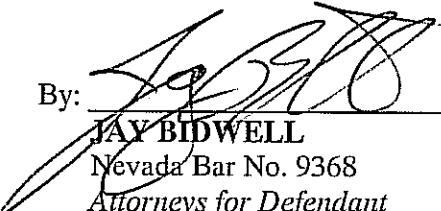
8 **CALLISTER & FRIZELL**
9 8275 S. Eastern Ave., Ste. 200
10 Las Vegas, Nevada 89123

11 **WACHTEL, BIEHN & MALM**
12 2240 McCulloch Blvd.
13 Lake Havasu City, AZ 86403

14 By:

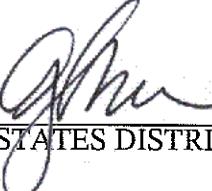
15 
16 **R. DUANE FRIZELL**
17 Nevada Bar No. 9807
18 Attorneys for Plaintiff

19 By:

20 
21 **JAY BIDWELL**
22 Nevada Bar No. 9368
23 Attorneys for Defendant

24 ORDER

25 IT IS SO ORDERED, ADJUDGED, AND DECREED.

26 
27 _____
28 UNITED STATES DISTRICT JUDGE

29 December 26, 2012

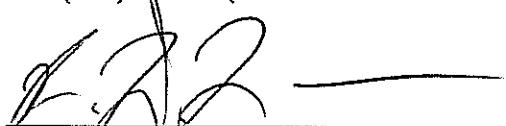
30 _____
31 DATE

32 CASE NO: 2:12-cv-00227-GMN-CWH

33 *Submitted by:*

34 **CALLISTER & FRIZELL**
35 8275 S. Eastern Ave., Suite 200
36 Las Vegas, Nevada 89123
37 Office (702) 657-6000
38 Fax (702) 657-0065

39 By:

40 
41 _____
42 **R. DUANE FRIZELL**
43 Nevada Bar No. 9807
44 Attorneys for Plaintiff

VERIFICATION

STATE OF Arizona)
COUNTY OF Mohave) SS.

I, the undersigned, on the behalf of TUSCANO, LLC, do hereby swear and affirm under penalty of perjury that the assertions in this Stipulated Judgment are true; that I have read this entire Stipulated Judgment and know the contents thereof; that I have obtained counsel on the behalf of TUSCANO, LLC to review the contents of this Stipulated Judgment and have conferred with counsel, who has advised me as to such contents; that TUSCANO, LLC is voluntarily entering into this Stipulated Judgment of its own free will and choice; and that I have authority to bind TUSCANO, LLC to this Stipulated Judgment.

BY:

(Signature)

Gaylor Cope

(Printed Name)

ITS:

MANAGER

(Title)

SUBSCRIBED AND SWORN TO before me in person by the individual identified above
on this 14 day of December 2012.

My commission expires:

NOTARY PUBLIC in and for
Said State and County

5-19-16

